

REMARKS/ARGUMENTS

The non-final Office Action of March 23, 2006, has been reviewed and the following remarks are responsive thereto. Claims 27, 28, 33, 34 and 38-40 have been cancelled. Claims 21, 29 and 35 have been amended. Claims 41-50 have been added. Claims 21-26, 29-32, 35-37 and 41-50 remain pending after entry of this amendment.

Claim Rejections Under 35 U.S.C. §103(a)

Claims 21-25, 27, 29-33, 35, 36, 38 and 40 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Piosenka *et al.* (U.S. Patent No. 5,926,756, hereinafter "Piosenka"). Claims 26, 28, 32, 34, 37 and 39 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Piosenka *et al.* (European Patent No. 0827353 A2, hereinafter "Piosenka '353") in view of Dahm (U.S. Patent No. 6,301,471). These rejections are respectfully traversed for the following reasons.

Amended independent claims 21, 29 and 35 relate to, *inter alia*, requesting data format specifications from a second portable device and modifying personalized information in accordance with those requested specifications. The Office Action asserts, at p. 4, that it is "notoriously well known that one [of] ordinary skill in the art would evaluate the capability of the second portable device and modifying the transmitting information accordingly." The Office Action further provides an example of determining the capacity of the memory within the second portable device. Even if true, claims 21, 29 and 35 relate to data format specifications rather than the capabilities of the second portable device. That is, even if the second portable device is capable of receiving data in a certain format, the second portable device may still enforce a particular data format for information that the device receives. Piosenka does not cure this deficiency. At best, Piosenka discloses interrogating a cellular phone to determine a current state of all programmable features. Col. 6, ll. 55-60. However, a current state of programmable features does not constitute data format specifications. As such, claims 21, 29 and 35 are allowable for at least this reason.

Claims 22-25, 30-32 and 36 are dependent on claims 21, 29 and 35, respectively, and are thus allowable for at least the same reasons as claims 21, 29 and 35, and further in view of the novel and non-obvious features recited therein.

Piosenka and Piosenka '353 disclose substantially the same subject matter. As such, for substantially the same reasons as those discussed above, Piosenka '353 also fails to teach or suggest all the features of claims 21 and 35. Specifically, Piosenka '353 does not teach or suggest requesting data format specifications from a second portable device as is recited in claims 21 and 35. Dahm does not cure this deficiency. Dahm generally relates to a method and system for providing subscriber loyalty and retention techniques. Abstract. Specifically, Dahm discloses a method for allowing a user to review an offer for mobile service plans that better meet the subscriber's needs. *Id.* Nowhere does Dahm teach or suggest requesting data format specifications from a second portable device and modifying data received from a first portable device in accordance with the requested specifications. As such, claims 21 and 35 are allowable over the combination of Piosenka '353 and Dahm for at least this reason. Claims 26, 37 and 39 are dependent on claims 21 and 35 and are thus allowable for at least the same reasons as claims 21 and 35 and further in view of the novel and non-obvious features recited therein.

Claims 27, 28, 33, 34 and 38-40 have been cancelled.

New Claims

Claims 41-50 have been added. New independent claims 41 and 46 recite, *inter alia*, "transmitting, to the second portable device, a request to write the first data record to the second portable device; receiving, in response to the request, a confirmation including data format specifications; modifying the second set of one or more personalized information in accordance with the data format specifications." Neither Piosenka nor Dahm, either separately or in combination, teaches or suggests such a feature. As discussed previously, Piosenka is merely related to determining a current state of programmable features in a cell phone. Piosenka lacks any teaching or suggestion of receiving a response to a write request including *data format specifications*. Dahm also fails to teach or suggest receiving a confirmation including data format specifications. Claims 41 and 46 are thus allowable for at least this reason.

Claims 42-45 and 47-50 are dependent on claims 41 and 46, respectively, and are thus allowable for at least the same reasons as claims 41 and 46, and further in view of the novel and non-obvious features recited therein. For example, claims 45 and 50 recite, *inter alia*, "transmitting, to the second portable device, a request to write a second data record to the second

portable device; and receiving, in response to the request, a rejection identifying the second data record as information already stored on the second portable device.” Nowhere does either Piosenka or Dahm, separately or in combination, teach or suggest receiving a rejection identifying the second data record as information already stored on the second portable device in response to a write request. As such, claims 45 and 50 are also allowable for this additional reason.

CONCLUSION

All rejections having been addressed, Applicants respectfully submits that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. However, if for any reason the Examiner believes the application is not in condition for allowance or there are any questions, the Examiner is requested to contact the undersigned at (202) 824-3156.

Respectfully submitted,

BANNER & WITCOFF, LTD.

Dated this 16th day of June, 2006

By:



Chunhsi Andy Mu, Registration No. 58,216

1001 G Street, N.W.
Washington, D.C. 20001-4597
Tel: (202) 824-3000
Fax: (202) 824-3001